

Aug. 21. 2006 3:04PM

Fay Sharpe

WE PROTECT YOUR IDEAS

No. 3435 P. 1
Fay Sharpe Fagan Minnich & McKee, LLP
1100 Superior Avenue, Seventh Floor
Cleveland, Ohio 44114-2579
Telephone: 216.861.5582
Fax: 216.241.1666
www.FaySharpe.com

RECEIVED
CENTRAL FAX CENTER

AUG 21 2006

Date:	August 21, 2006	Total Pages:	3	(including cover sheet)
To:	U.S. Patent and Trademark Office			
Attn:	Jane J. Rhee, Examiner			
Facsimile No.:	571-273-8300			
From:	Thomas E. Young			
Re:	MAEE 2 12957			

Please call us immediately at 216.861.5582 or 888.861.5582 if this transmission is incomplete or illegible.

COMMENTS

The documents accompanying this facsimile transmission include information from the firm of Fay Sharpe Fagan Minnich & McKee, LLP that might be legally privileged and/or confidential. The information is intended for the use of only the individual or entity named on this cover sheet. If you are not the intended recipient, any disclosure, copying, or distribution of these documents, or the taking of any action based on the contents of this transmission, is prohibited. If you have received this transmission in error, these documents should be returned to this firm as soon as possible, and we ask that you notify us immediately by telephone so we can arrange for their return to us without cost to you.

Aug. 21. 2006 3:05PM

AUG 21 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s)/Assignee : Vulpitta, et al.
Title : ANTI-TELESCOPING ADHESIVE TAPE
PRODUCT
Serial No./Patent No. : 09/711,478
Filing Date/Issue Date : November 13, 2000
Primary Examiner : Jane J. Rhee
Our Docket : MAEE 2 12957

TERMINAL DISCLAIMER

Petitioner, Henkel Kommanditgesellschaft auf Aktien of Duesseldorf, Germany, having a place of business at Henkelstrasse 67, 40589 Duesseldorf Germany, represents that it is the owner of 100 % percent interest in the above-identified patent/patent application.

Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of the above-identified patent/any patent granted on the above-identified patent application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior United States Letters Patent No(s) and/or any patent granted on pending United States Application Serial No(s) 10/416,597. Petitioner hereby agrees that the above-identified patent/any patent granted on the above-identified patent application shall be enforceable only for and during such period that it and the prior patent(s) and/or any patent(s) granted on the pending patent application(s) are commonly owned. This agreement runs with the above-identified patent/any patent granted on the above-identified patent application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of the above-identified patent/any patent granted on the above-identified patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and 173 of the prior patent(s) and/or any patent(s) granted on the pending application(s), as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held

unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by re-examination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The chain of title is set forth in the documents which have been recorded in the Patent Office.

The undersigned states that, to the best of the petitioner's knowledge and belief, title is in the petitioner seeking to take this action.

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization, and is empowered to act on behalf of the assignee, and declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the above-identified patent application or any patent issued thereon.

For any fee deficiency or overpayment in conjunction with the Terminal Disclaimer, the Commissioner is authorized to charge any fee which may be required, or credit any overpayment to Deposit Account No. 06-0308.

October 14, 2005
Date

Thomas E. Young
THOMAS E. YOUNG
Reg. No. 28,924
FAY SHARPE FAGAN MINNICH
& MCKEE
1100 Superior Ave., 7th Floor
Cleveland, Ohio 44113
Phone: (216)861-5582
Fax: (216)241-1666

Attorney of Record